

**IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF  
GEORGIA  
COLUMBUS DIVISION**

**UNITED STATES OF AMERICA**

**Plaintiff,**

**v.**

**\$21,175.00 IN UNITED STATES  
FUNDS,**

**Defendant.**

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**TERRANCE DURR,  
Claimant.**

**CIVIL ACTION NO.: 4-11-CV-38 ( CDL)**

**NOTICE OF FILING EVIDENTIARY SUBMISSION**

The Claimant/ Defendant files the attached Exhibit I, Letter regarding foreclosure of rental home in Atlanta, Georgia, in support of his Motion For Summary Judgment:

/s Dustin J. Fowler

Dustin J. Fowler (FOW017)

Buntin, Etheredge, & Dowling, LLC

185 N. Oates Street

Dothan, Alabama 36301

Telephone: (334) 793-3377

Facsimile: (334) 793-7756

**CERTIFICATE OF SERVICE**

I hereby certify that on January 19, 2012, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

Danial E. Bennett  
Asst. United States Attorney  
P.O. Box 1702  
Macon, Georgia, 31202

s/ Dustin J. Fowler  
Dustin J. Fowler

**STITES & HARBISON** PLLC  
ATTORNEYS

11 Mountain Street  
Suite 8  
Blue Ridge, GA 30513  
(706) 632-7923  
(706) 632-7902 FAX  
www.stites.com

July 17, 2009

L. Lou Allen  
llallen@stites.com

Via U.S. Mail Delivery  
Via Certified Mail Delivery  
Return Receipt Requested

Terrance Durr  
1306 Fairlane Drive  
Dothan, AL 36301

Terrance Durr  
523 Griffin Street NW  
Atlanta, GA 30318

**RE: Default of Note and Security Deed –**

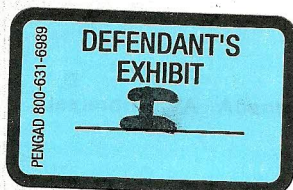
**Borrower:** Terrance Durr  
**Account No:** 68318001853899  
**Property Address:** 523 Griffin Street NW, Atlanta, Fulton County, GA 30318  
**Lender:** Bank of America, N.A.  
**Lender Address:** 4161 Piedmont Parkway, Greensboro, NC 27410  
**Lender Telephone:** (800) 936-6362  
**S&H File No.:** 6970A-00782

Dear Mr. Durr:

We represent Bank of America, N. A. (hereinafter referred to as "Lender"), which has forwarded your delinquent account with them to us for collection. In accordance with the covenants, terms, and provisions contained in the documents and with applicable laws and regulations, you are hereby notified as follows:

That certain Promissory Note ("Note") made by Terrance Durr on March 15, 2007, in the original principal sum of \$66,000.00, is now in default; and the Lender, the present holder of said Note, has elected to accelerate the indebtedness evidenced by the Note in accordance with the terms and provisions thereof, and pursuant to that certain Deed To Secure Debt ("Security Deed") of even date therewith executed by Terrance Durr, in favor of Lender. The aforesaid Note and Security Deed are in default as a result of breach(es) in the terms of the loan documents, including, but not limited to, the nonpayment of monthly installments, as more fully set forth in previous communications from Lender to you.

The total outstanding principal balance, all accrued interest, escrows, default interest, late fees and other charges, if any, presently total \$71,222.23, as of the date of this letter. You are advised that additional interest in the daily amount of \$6.9677 and other charges will continue to accrue each day if the loan is not paid in full.



GA Frankfort, KY Jeffersonville, IN Lexington, KY Louisville, KY Nashville, TN Washington, DC



**STITES & HARBISON** PLLC  
ATTORNEYS

July 17, 2009

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The debt described in this letter will be assumed to be valid by this law firm, unless you dispute in writing, within thirty (30) days after receipt of this notice, the validity of the debt or some portion thereof.

If you notify this law firm in writing within thirty (30) days of your receipt of this notice that the debt or any portion thereof is disputed, then we will obtain a verification of the debt and will mail it to you.

If the creditor named in the first paragraph of this letter is not the original creditor, and if you make a written request to this law firm within thirty (30) days of receipt of this notice, then the name and address of the original creditor will be mailed to you by this law firm.

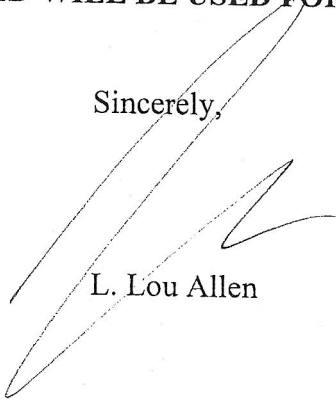
You are further advised that Lender intends to seek all available legal remedies against you, including, but not limited to, the exercise of the power of sale contained in the loan documents. Notwithstanding anything contained herein to the contrary, this letter does not prevent this law firm from pursuing the collection activities referenced above during the thirty (30) day period.

**Please be advised that if you have received a discharge in a Chapter 7 bankruptcy case, your personal liability on this loan may have been extinguished. In that event, the action we have been requested to take would be limited to the foreclosure on the above-reference property.**

Please direct any correspondence or inquiries concerning this matter to the attention of Molly Delatte, in the office of the undersigned.

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Sincerely,



L. Lou Allen

LLA/mrd